

BellSouth Telecommunications, Inc.  
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**Marshall M. Criser III**  
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Regulatory & External Affairs

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July 16, 2002

Mrs. Blanca S. Bayo  
Director, Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

020742-TP


Re: Approval of Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Excelink Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Excelink Communications, Inc. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Excelink Communications, Inc.. The initial agreement between the companies was filed in Docket 010021-TP, on January 4, 2001, and was deemed effective by Order No. PSC-01-0560-FOF-TP on March 13, 2001.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and Excelink Communications, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on October 14, 2002.

Very truly yours,

  
Regulatory Vice President (CA)

DOCUMENT NUMBER-DATE

07410 JUL 16 02

FPSC-COMMISSION CLERK

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND  
EXCELINK COMMUNICATIONS  
DATED DECEMBER 11, 2000**

Pursuant to this Amendment, (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Excelink Communications ("Excelink"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated December 11, 2000 ("Agreement").

WHEREAS, BellSouth and Excelink entered into the Agreement on December 11, 2000. and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 1, Resale, Section 6.6 is hereby deleted in its entirety and replaced as Exhibit 1, Section 6.6, Deposit Policy, attached and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated December 11, 2000, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**BellSouth Telecommunications, Inc.**

By: Greg Follensbee

Name: Greg Follensbee

Title: Senior Director

Date: 6/24/02

**Excelink Communications**

By: Michael Servas

Name: MICHAEL SERVAS

Title: FOUNDER & CEO

Date: 05-29-02

6.6 Deposit Policy. Excelink shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Excelink from its obligation to make complete and timely payments of its bill. Excelink shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Excelink's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Excelink fails to remit to BellSouth any deposit requested pursuant to this Section, service to Excelink may be terminated in accordance with the terms of Section 8.2 of this Attachment, and any security deposits will be applied to Excelink's account(s).

6.6.1 The fact that a security deposit has been made in no way relieves Excelink from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release Excelink from its obligation to make complete and timely payments of its bills.